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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EDWARD T. BERGO as CHAIRMAN and KARL
BIK as CO-CHAIRMAN of the BOARD OF
TRUSTEES FOR THE CEMENT MASONS
HEALTH AND WELFARE TRUST FUND FOR
NORTHERN CALIFORNIA; CEMENT MASONS
VACATION/HOLIDAY TRUST FUND FOR
NORTHERN CALIFORNIA; CEMENT MASONS
PENSION TRUST FUND FOR NORTHERN
CALIFORNIA; and CEMENT MASONS
APPRENTICESHIP AND TRAINING TRUST
FUND FOR NORTHERN CALIFORNIA,

Plaintiffs,

v.

SHAMROCK CONCRETE CONSTRUCTION, INC.,
a corporation, and JOSEPH PATRICK MOLLOY, an
individual,

Defendants.

Case No.: C 05 4385 MMC

**STIPULATION AND ORDER FOR
DISMISSAL**

It is hereby stipulated by and between EDWARD T. BERGO as CHAIRMAN and
KARL BIK as CO-CHAIRMAN of the BOARD OF TRUSTEES FOR THE CEMENT MASONS
HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA; CEMENT
MASONS VACATION/HOLIDAY TRUST FUND FOR NORTHERN CALIFORNIA; CEMENT
MASONS PENSION TRUST FUND FOR NORTHERN CALIFORNIA; and CEMENT MASONS
APPRENTICESHIP AND TRAINING TRUST FUND FOR NORTHERN CALIFORNIA

1 (“Plaintiffs”), on the one hand, and SHAMROCK CONCRETE CONSTRUCTION, INC., a California
2 corporation, and JOSEPH PATRICK MOLLOY, an Individual (“Defendants”), on the other hand, through
3 their respective counsel, as follows:

4 1. This stipulation is entered into in connection with the settlement of this action. The
5 Settlement Agreement of the parties, executed concurrently with this stipulation, shall be
6 incorporated into the Court’s Order for Dismissal, and the Court shall retain jurisdiction of this action
7 for purposes of enforcing the Settlement Agreement, including but not limited to entry of a stipulated
8 judgment against the Defendants;

9 2. This action shall be dismissed with prejudice, subject to the Court’s retention of
10 jurisdiction as described in Paragraph 1, above, each party to bear his/her/its own costs and attorneys’
11 fees except as reflected in the parties’ Settlement Agreement.

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13 DATED: January 16, 2007

STANTON, KAY & WATSON, LLP

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15 By: /s/ Anne Bevington
ANNE BEVINGTON
16 Attorneys for Plaintiffs

17 DATED: January 12, 2007

SIMPSON, GARRITY & INNES PC

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19 By: /s/ Paul V. Simpson
PAUL V. SIMPSON
20 Attorneys for Defendants

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22 **ORDER FOR DISMISSAL**

23 IT IS SO ORDERED.

24 DATED: January 23, 2007

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HON. MAXINE M. CHESNEY
26 UNITED STATES DISTRICT JUDGE

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